IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

WRIT PETITION NO.1339 OF 2005

Voltas Ltd. ....Petitioner.

Vs.

S.K. Nigudkar & Ors. ....Respondents.

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Mr.C.U.Singh i/b. Slgaonkar & Co. for the Petitioner.

Mr.A.D. Shetty for Respondent No.1.

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CORAM : DR.D.Y.CHANDRACHUD, J.

May 6, 2005.

P.C. :

The terms of the settlement that were entered into between the Voltas Employees' Union and the management on 1st October 2003 and filed before the Tribunal on 1st December 2003 in Reference IT No.22 of 2002, inter alia make the following provision in respect of those employees who would not opt for severance under the Scheme for Voluntary Retirement:

"c) The workmen who do not wish to opt for

the separation benefits, the Company will absorb them and redeploy them in any Divisions/Department of the Company at Mumbai on work suitable to their skill and experience in phased manner."

During the course of the hearing, Learned Counsel appearing on behalf of the Petitioner has stated before the Court that the Petitioner is ready and willing to continue the First Respondent as a watchman in the higher grade mentioned under Item 31 of Annexure A to the Settlement dated 8th December 1987 that was entered into under Section 2(P) read with Section 18(1) of the Industrial Disputes Act, 1947 between the Petitioner and the Union. The grade to which the First Respondent would have been entitled as Table Boy, is a lower grade reflected in item 27 in Annexure A to the aforesaid settlement. The First Respondent has undergone training as a watchman. The management has also stated before the Court that it mistakenly informed the First Respondent that his performance would be assessed for a period of six months before finally redeploying him as a watchman. However, Counsel for the management states that having regard to the fact that the First Respondent is a

permanent workman, this condition was not proper and that consequently in terms of the statement which was made before the Court on 1st September 2004 in Writ Petition Lodging No.2293 of 2004, the management has already redesignated the First Respondent as a Security Guard on a permanent basis and has given him the grade on the date that he joined at Bhandup. The First Respondent who is present in Court, however, made a request through his Counsel that he has personal reservations about being assigned the work of a Security Guard in the Bhandup establishment.

In view of the stand which has been taken by the First Respondent, Counsel appearing on behalf of the Petitioner states that in terms of clause 3(c) of the settlement dated 1st December 2003, the management will redeploy the First Respondent in any division or department of the Company at Mumbai on work suitable to his skill and experience other than any work involving the duties of a watchman or a security guard. This statement is acceptable to the First Respondent who is also agreeable to payment being made to him in accordance with his original scale and not in the scale of a Security Guard. In the circumstances, impugned order of the Industrial Court dated 30th March 2005 shall stand

modified in terms of the agreement which has been arrived at, as stated hereinabove, with the consent of the parties.

The petition is accordingly disposed of in the aforesaid terms.

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